

Utility Advisory Commission Regular Meeting

Agenda

Thursday, June 3, 2021

7:00 pm – Gardner City Hall Council Chambers

CALL TO ORDER

PLEDGE OF ALLEGIANCE

PUBLIC COMMENT

CONSENT AGENDA

1. Standing approval of the minutes as written for the May 6, 2021 meeting of the Utility Advisory Commission.

NEW BUSINESS

1. Consider a recommendation to the City Council for the to award a five year service contract to Asplundh Tree Expert, LLC in an amount not to exceed \$55,000.00 per year, for five years for the 2021-2025 Electric Line Clearance Tree Trimming Program.
2. Consider a recommendation to the City Council to award a contract for the 2021 Cured in Place Pipe (CIPP) Rehabilitation project for the amount of \$399,516.50.
3. Consider a recommendation to the City Council to implement a Utility Rebate Program.

OTHER BUSINESS

ADJOURNMENT

UTILITIES ADVISORY COMMISSION STAFF REPORT CONSENT AGENDA ITEM #1
MEETING DATE: JUNE 3, 2021
STAFF CONTACT: GONZ GARCIA, UTILITIES DIRECTOR

AGENDA ITEM: Standing approval of the minutes as written for the May 6, 2021 meeting of the Utilities Advisory Commission.

Background:

The draft minutes for the May 6, 2021 Utilities Advisory Commission meeting are attached.

Staff Recommendation:

Staff recommends approval of the minutes for the May 6, 2021 meeting of the Utilities Advisory Commission.

Attachments:

- Draft minutes of the May 6, 2021 Utilities Advisory Commission meeting.

**RECORD OF PROCEEDINGS
OF THE UTILITY ADVISORY COMMISSION
GARDNER, KANSAS**

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May 6, 2021

The Utilities Advisory Commission of Gardner, Kansas, met in Regular Session on May 6, 2021, at City Hall. Present were Vice-Chairperson Jake Wells, Commissioner Bryce Augustine, Commissioner Gary Williams, Commissioner Barbara Coleman, Utilities Department Director Gonzalo Garcia, Line Maintenance Superintendent Teddy Manes and one member of the public. Chairperson Kristina Harrison and Administrative Assistant Erin Groh were not in attendance.

CALL TO ORDER

The meeting was called to order at 7:00 p.m. by Vice-Chairperson Jake Wells.

PLEDGE OF ALLEGIANCE

CONSENT AGENDA

1. **Standing approval of the minutes as written for the April 1, 2021, meeting of the Utility Advisory Commission.**

Motion by Commissioner Coleman, seconded by Commissioner Williams, to approve the Consent Agenda.
Motion carried 4-0 Aye

NEW BUSINESS

1. **Consider a recommendation to the City Council for the Utilities Department Line Maintenance Division to purchase a Quick Valve Startup Kit & sleeves from Olathe Winwater for the amount of \$49,925.00.**

Teddy Manes, Line Maintenance Superintendent presented the staff report. Manes explained that our water system has 2,369 valves and 1,161 fire hydrants. The system ranges from new valves all the way to older valves that have almost reached the end of their usefulness. The biggest impact of the Quick Valve Startup and sleeves would be that it would reduce the stress and impact on customers when we're performing maintenance or shutting down a water line because we're having to put in a new water valve in versus being able to surgically insert a valve, and not having to shut the water down and not harm the integrity of the existing pipe. It allows for no interruption of service to the customer. In the past there had been times where up to 130 homes were without water and a water main would have to be shut down. Staff would have to notify customers and sometimes in an emergency situation staff would have to just go out and work and wouldn't have time to notify people. Manes was asked by Commissioner Augustine how long it typically takes to fix a valve and he explained that sometimes it can take up to 6-12 hours where customers are without water. Commissioner Williams asked how long the Quick Valves would last and Manes replied that they last about 50 years or more, rated just the same as a mechanical joint valve. Commissioner Augustine asked if Line Maintenance staff has had any training to install the valves and Manes said that as part of the purchase of these valves, staff will all be trained on how to install them.

Motion by Commissioner Augustine, seconded by Commissioner Coleman, to forward the recommendation to the City Council to purchase a Quick Valve Startup Kit and sleeves from Olathe Winwater for the amount of \$49,925.00.

Motion carried 4-0 Aye

DISCUSSION ITEMS

1. Information regarding Home Depot's response to possible rebate program.

Director Garcia gave an update on the response from Home Depot regarding working with the city on a rebate program. A representative from Home Depot discussed options with Garcia that Gardner could implement with them. Garcia stated that Home Depot would be able to do a rebate program for LED Lights and smart thermostats. Two options are available for a price break: The first option is they would be able to do an automatic discount where a resident could go in with a coupon and automatically get the discount; the other option is for residents to pay full price at the store and then submit their proof of purchase to the city, and then the city would have to send a request to Home Depot for reimbursement. Garcia said that he would prefer if the city would implement a coupon based instant discount, which would simplify things.

Garcia stated that he also spoke with Ace Hardware about joining the city in a rebate program and they said that they would be willing to work with us and they would like the city to look in their catalog to identify what items to promote. Garcia stated that before he starts developing a way to do that, he'd like to present a formal proposal at the next meeting to recommend using Home Depot and Ace Hardware for the rebate program. Garcia said that a budget needs to be set for it and his original thought was \$25,000 for Electric and \$5,000 for Water but that we could maybe go a little bit higher. Garcia said he'd like to get a buy-in from Council before moving forward.

Commissioner Williams asked Garcia if he had talked to other utilities to see what their experience is with it and if we spend x dollars, would there be a monetary return over time. Garcia responded that he has not spoken with other utilities but has researched information on their web pages. Commissioner Coleman asked if Garcia would entertain bids from other businesses who would like to be a part of the rebate program. Garcia said that yes we could look at other businesses but wonders if they'd be willing to share the market with multiple other businesses. Since Gardner is not a big town, it may be too cumbersome and not profitable for the vendors. Coleman asked if we can advertise in Home Depot and Garcia stated that Gardner can put in stickers in the store near items in the program. Williams felt like since Home Depot sees primarily Olathe residents it may not be good to put signs in the store but stick to inserts in the Utility bills or do [email] blasts like the smart meter info has been sent out. Garcia said that a campaign or promotion would need to be done to promote it. Williams asked if Garcia thought we should start with one rebate item or do several at the beginning. Garcia said that Ace doesn't sell irrigation controllers and Home Depot can't do the instant discount for the irrigation controllers, so he thought starting with LED's and thermostats would be a good idea. Williams asked if there was a way to track customers who use the LED's and thermostats to see if it impacts their usage. Garcia said that we can track lots of things on the smart meters, but to track the impact of the LED's and thermostats would take a lot of time because it could be as many as 1,000 homes doing the program. Coleman suggested doing a survey later on to ask people if they could see a difference and Garcia agreed that a survey could be done. Williams suggested doing a one year window for residents to do the program and if it is used, then the program could be extended. Coleman asked if the UAC would need to get the program into the next budget. Garcia said that the next budget is 2022, but that adjustments could be made to the existing budget and that the UAC will need to get council's approval before going any further.

Commissioner Williams asked Director Garcia if he'd considered having customers go through a contractor for the rebate items to be installed because some people may not be comfortable wiring things, etc. Garcia said that in order to go that route, you have to post a list of contractors but you can't single out any certain contractors. Also you have to negotiate how much you're going to discount and it gets more complicated. Garcia suggested customers hiring an electrician if they need help installing the bulbs or thermostat. Williams said that maybe a coupon code could be used through a contractor to have them do an installation. Commissioner Augustine said that he felt like that would add a layer of bureaucracy, but it may be a good idea for down the road, but that for a first trial it might be best to keep it as simple as possible. Garcia said

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that he will bring a formal proposal to the next UAC meeting so the commission can propose a recommendation to City Council. Commissioner Augustine asked about a timeline for the program. Commissioners and Director Garcia agreed on having the program initially running to the end of 2021. Garcia said that the commission can see what the response is and make a final decision on how to proceed in the future.

Commissioner Augustine asked how the Smart Meter project was going. Garcia said that Electric Smart Meters are now 100% complete, and Water Smart Meters are at about 30% complete. Water is expected to be done by the end of August, if not sooner. Augustine asked if Gardner has a solar program currently and Garcia said that in 2010, Gardner implemented a renewable resource parallel interconnection program in which residential or commercial can install solar or wind. Today we have about 18 homes with solar panels and one wind turbine. Over the past four years, the city has also installed an additional 10 solar panels. Augustine asked if there is a rebate to install one of those [solar or wind] and Garcia said that there is not a rebate. Augustine asked if whatever energy is created then does it feed into the grid and their credits go up or down. Garcia gave an example of if a customer consumes 100 kilowatts, and then multiply that by the rate of 10 cents, which would be about \$10, you'd have \$10 of consumption. If they generated 100 kilowatts, they only get paid 6.45 cents. If they multiply that by 100, they'd get \$6.45 so they would have to pay \$4.00. So it is not net metering but it's done through the actual cost, not the actual energy. Williams asked if there was any way to avoid energy costs. Garcia said you'd have to install a lot bigger solar system. We pay 150% of our wholesale cost. Energy price is about 4.5 cents so we're paying 150% of that. Williams added that payback would be pretty long and Garcia said it would probably be 10 years in his estimate. Commissioner Coleman asked if the Johnson County Solar Farm that they're thinking about, would it benefit the city in any way. Garcia said that it would possibly if we got into an agreement with them. He said that they have not approached the city if we want to be partners on it or not. They were trying to have cities participate on that endeavor. Williams asked if Gardner has done a solar farm study and Garcia said that he presented the study to the UAC in late 2020. The study said that Gardner can build its own solar facility and for example a farm with a 25 year life expectancy, it would cost the city about \$25 per megawatt hour. Most cities buying solar are paying \$50-59 per megawatt hour. We can generate solar a lot cheaper than we can buy it. Augustine reminded residents that if they are going to fill up their pools, that they can pick up a meter to hook up to a fire hydrant and hook up your garden hose to it and it could potentially help save money on filling up your pool. Garcia said that it is a lot less than the regular rate. Coleman asked if there has been a definite amounts on what we have to recover from the energy crisis. Garcia said he doesn't have the numbers yet but he can try and present it at the next meeting. Coleman asked about the Water Treatment Plant expansion and Garcia said that the system startup is starting now and the substantial completion will possibly be moving to early June. We'll have additional water before the summer.

ADJOURNMENT

Motion by Commissioner Coleman, seconded by Commissioner Augustine, to adjourn the meeting at 7:54 p.m.

Motion carried 4-0 Aye

/s/ _____ Erin Groh

Utilities Department Administrative Assistant

UTILITY ADVISORY COMMISSION STAFF REPORT NEW BUSINESS ITEM #1
MEETING DATE: JUNE 3, 2021
STAFF CONTACT: GONZALO GARCIA, UTILITIES DIRECTOR

AGENDA ITEM: Consider a recommendation to the City Council to award a service contract to Asplundh Tree Expert LLC for the 2021-2025 Electric Line Clearance Tree Trimming Program.

Background:

The Gardner Electric staff places a very strong emphasis on safety and service reliability. This commitment is the basis for the utility's annual Tree Trimming Program. The program's goal is to maintain an 8-10 foot distance from the electric line to produce a clear and open right-of-way to prevent damage to the electric distribution lines and to prevent outages.

In previous years, the Tree Trimming Program contract consisted of a one year contract with an annual renewal option for up to three additional years. For efficiency purposes, the City has elected to bid the 2021-2025 contract as a five-year contract. It should be noted that the contractor is required to notify the City regarding cost increases due to inflation on an annual basis. Should the City determine the reported inflation increase is unacceptable, the city will have the ability to rebid the contract at its discretion.

City staff issued an Invitation for Bid for the 2021-2025 Electric Line Clearance Tree Trimming Program. The invitation was published in The Legal Record and on the City's website, and also picked up by multiple plan rooms. A total of seven (7) companies requested the bid documents and one (1) company submitted a bid, which was opened on May 7, 2021.

Asplundh Tree Expert LLC submitted a bid for the 2021-2025 Electric Line Clearance Tree Trimming Program: Below is the bid price for 2021.

Description	Unit	Quantity	Daily Price
Tree Trimming	Time & Material	3 Person Manual w/chipper Daily	\$884.64
Tree Trimming	Time & Material	2 Person Bucket w/chipper Daily	\$1,175.36

Financial Impact:

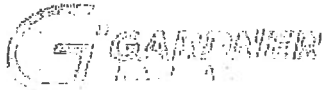
The 2021 Budget includes \$55,000.00 in the Electric Distribution Outsourced Services budget for the Tree Trimming Program.

Staff Recommendation:

Approve a recommendation to the City Council to award a five year service contract to Asplundh Tree Expert LLC in an amount not to exceed \$55,000.00 per year, for five years for the 2021-2025 Electric Line Clearance Tree Trimming Program.

Attachments:

- a. Asplundh Tree Expert LLC Bid Form
- b. Tree Trimming Map
- c. Agreement



BID FORM

All Bid Pricing is to be in accordance with all General Conditions, Special Conditions, and Minimum Specifications as stated within this Request for Bid. Failure to complete the following form(s) shall result in your Bid being deemed non-responsive and rejected without any further evaluation.

Bid Tabulation -

Description	Unit	Quantity	8 Hr. Daily Price
Tree Trimming	Time & Material	3 Person Manual W/Chipper Daily	884.64 Eight hundred eighty-four dollars and sixty-four cents
Tree Trimming	Time & Material	2 Person Bucket W/Chipper Daily	1175.36 One thousand one hundred seventy-five dollars and thirty-five cents

Authorized Signature: Edward D Bradshaw

May 6th 2021

Date: _____

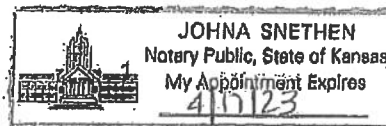
Name and Title: Edward D Bradshaw Vice-President

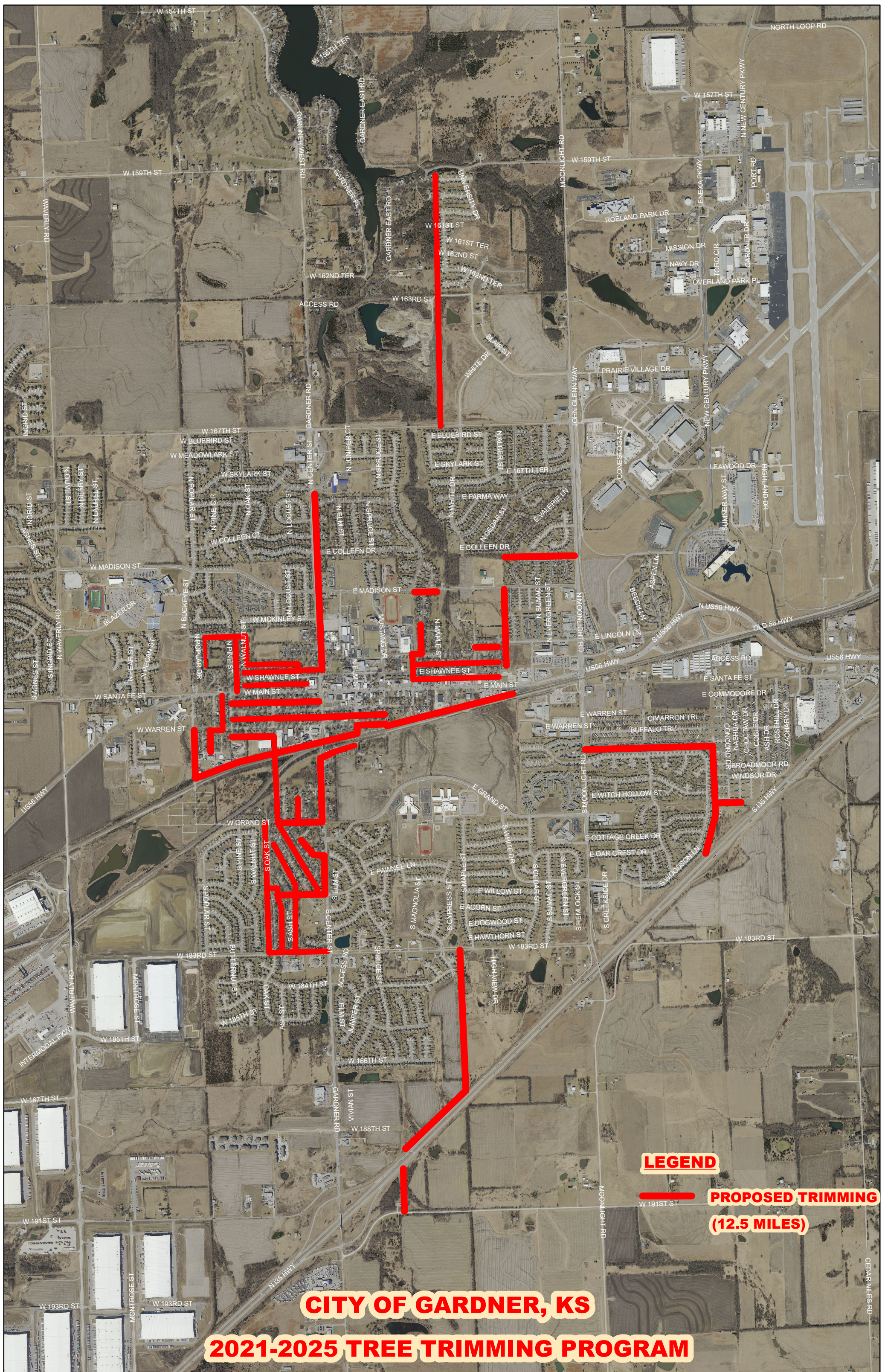
Subscribed and sworn to before me this 6th day of MAY, 2021 by JOHNA SNETHEN

(Signature of Notary Public)

(seal, if any)

My commission expires: 4/17/23





AGREEMENT BETWEEN CITY AND CONTRACTOR

This agreement ["Agreement"], is made as of this _____ day of _____, 2021 by and between the City of Gardner, Kansas, [hereinafter "City"], and Asplundh Tree Expert, LLC [hereinafter referred to as "Contractor"].

RECITALS

WHEREAS, the City desires to award a service contract for the 2021-2025 Electric Line Clearance Tree Trimming Program.

WHEREAS, in the judgement of the City of Gardner, it is necessary and desirable to employ the work of a Contractor for the 2021-2025 Electric Line Clearance Tree Trimming Program.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein, the parties hereto agree as follows:

AGREEMENT

1.0 Purpose.

Contractor will provide a service contract for the 2021-2025 Electric Line Clearance Tree Trimming Program, as requested by City and as outlined in Contractor's response to said Bid. The parties agree that time is of the essence in Contractor's performance of this Agreement.

2.0 Term of Agreement.

The term of this Agreement shall be from June 1, 2021 to December 30, 2025, unless terminated earlier in accordance with the provisions of Article 2 below. In the event that the services rendered under this Agreement may extend beyond any one budget year, the continuation of this Agreement from year to year is contingent upon the approval of sufficient budgetary authority for the continuation of this Agreement by the Governing Body of the City in the establishment of its annual budget.

3.0 Termination.

City reserves the right to terminate this Agreement with a thirty (30) day written notice as a result of the failure of Contractor to provide acceptable services or if City determines that services can be better provided by in-house or other sources. In the event of termination of this Agreement as a result of a breach by Contractor, the City will not be liable for any fees and may, at its sole option, award an agreement for the same services to another qualified firm to provide services or the City may complete the work in-house.

4.1 Compensation and Prices.

4.2 City agrees to pay and Contractor agrees to accept as compensation for the services provided pursuant to this Agreement, payment in the amount identified within the table below, with the total including all services that Contractor has

agreed to provide to City, along with the listed services. The fees indicated within said table shall include all of Contractor's time, labor, equipment, and supplies. Furthermore, the prices included within said table include all freight, inside delivery, fuel charges, and handling fees.

- 4.3 Payment shall be made by City only for services provided and upon submission of a payment request upon delivery of services.
- 4.4 All invoices should be sent to Bruce Baldwin.
- 4.5 Compensation table, Contractor to invoice the City for the following item(s) when described:

- 1. Total \$_____ within Net 30-day payment terms
- 2. Taxes, freight, and prepaid insurance, if applicable, to be added to invoice.

5.0 Cash Basis and Budget Laws.

The right of the City to enter into this Agreement is subject to the provisions of the Cash Basis Law (K.S.A. 10-1112 and 10-1113), the Budget Law (K.S.A. 79-2935), and other laws of the State of Kansas. This Agreement shall be construed and interpreted so as to ensure that the City shall at all times stay in conformity with such laws, and as a condition of this Agreement the City reserves the right to unilaterally sever, modify, or terminate this Agreement at any time if, in the opinion of its legal counsel, the Agreement may be deemed to violate the terms of such laws, or if mill levy funds generated are less than anticipated.

6.0 Indemnification.

To the fullest extent permitted by law, with respect to the performance of its obligations in this Contract or implied by law, and whether performed by Contractor or any permitted subcontractors hired by Contractor, the Contractor agrees to indemnify and hold harmless City, and its agents, servants, and employees from and against any and all claims, damages, and losses arising out of personal injury, death, or property damage, caused by the negligent or intentional acts, errors, or omissions of the Contractor or its subcontractors. Contractor shall also pay for City's reasonable attorneys' fees, expert fees, and costs incurred in the defense of such a claim. Contractor shall not be liable for any claims, damages or losses caused by the negligent acts, errors, or omissions of the City.

7.0

Insurance.

- 7.1 The Contractor shall procure and maintain, at its expense, throughout the duration of this Agreement, insurance of such types and in at least such amounts as required herein from an insurance company licensed to do business in the State of Kansas. The following insurance coverages:

- ☐ Workers' Compensation and Employer's Liability - Demonstrate compliance with K.S.A. 44-532(b) including maintenance of insurance providing the statutory limits under the Kansas Workers Compensation Act; the Contractor shall also be protected against claims for injury, disease, or death of employees, which, for any reason, may not fall within the provisions of a worker's compensation law. This policy shall include an "all states" endorsement.

- Commercial General Liability for bodily injury and property damage liability claims with limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate (If the contractor will be making on-site delivery); and
- Commercial Automobile Liability for bodily injury and property damage with limits of not less than \$1,000,000 each accident for all owned, non-owned and hired automobiles (If the contractor will be making on-site delivery); and

7.2 The City shall be named as additional insured on such policies. Satisfactory certificates of insurance shall be filed with the City prior to starting any work on this Contract. The certificates shall state that thirty (30) days written notice will be given to the City before any policy coverage thereby is changed or canceled.

7.3 Industry Ratings - The City will only accept coverage from an insurance carrier who offers proof that it:

- 1) Is licensed to do business in the State of Kansas;
- 2) Carries a Best's policyholder rating of A or better;

AND

- 3) Carries at least a Class X financial rating.

OR

Is a company mutually agreed upon by the City and Contractor.

8.0 Conflict of Interest.

Contractor covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, that represents a financial conflict of interest under state law or that would otherwise conflict in any manner or degree with the performance of its services hereunder, including under 31 U.S.C.S. Section 1352. Contractor further covenants that in the performance of this Agreement no person having any such interests shall be employed.

9.0 Nondiscrimination.

Contractor must comply with the Kansas Act Against Discrimination and if applicable, execute a Certificate of Nondiscrimination and Affirmative Action as provided in K.S.A. §44-1030. The Contractor further agrees that the Contractor shall abide by the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 et seq.) and the applicable provision of the Americans With Disabilities Act (42 U.S.C. 1201 et seq.) as well as all other federal, state and local laws, ordinances and regulations applicable to this project

and to furnish any certification required by any federal, state or local governmental agency in connection therewith.

10.0 Facilities and Equipment.

Contractor shall furnish at its own cost and expense all labor, tools, equipment, materials, transportation, and any other accessories, services and facilities required to complete the provision of services and goods as designated, described in accordance with this Agreement, including any attached exhibits and any addendums to this Agreement. The City expressly denies responsibility for or ownership of any item purchased until the same is delivered to and accepted by the City.

11.0 Accessibility.

Contractor will comply with the Rehabilitation Act of 1973, as amended, Section 504, which prohibits discrimination against handicapped persons in employment services, participation and access to all programs receiving federal financial assistance. Contractor shall also comply with applicable requirements with the Americans with Disabilities Act (ADA), as amended, which is a federal anti-discrimination statute designed to remove barriers which prevent qualified individuals with disabilities from enjoying equal treatment by state and local governments and their agencies in employment practices and accessibility in public services and programs.

12.1 Records, Ownership and Inspection.

12.2 Ownership of Documents.

All documents prepared by Contractor in the performance of this Agreement, although instruments of professional service, are and shall be the property of City, whether the project for which they are made is executed or not.

12.3 Open Records.

In recognition of the City's obligations under the Kansas Open Records Act ("KORA"), Contractor acknowledges that this Agreement along with any reports and/or records provided pursuant to this Agreement are public documents and are subject to disclosure under KORA.

13.0 Independent Contractor.

It is the express intent of the parties that this Contract shall not create an employer-employee relationship. Employees of the Contractor shall not be deemed to be employees of the City and employees of the City shall not be deemed to be employees of the Contractor. The Contractor and the City shall be responsible to their respective employees for all salary and benefits. Neither the Contractor's employees nor the City's employees shall be entitled to any salary, wages, or benefits from the other party, including but not limited to overtime, vacation, retirement benefits, workers' compensation, sick leave or injury leave. Contractor shall also be responsible for maintaining worker's compensation insurance, unemployment insurance for its employees, and for payment of all federal, state, local and any other payroll taxes with respect to its employee's compensation.

14.0 Compliance with Laws.

The Contractor shall observe and comply with all applicable federal, state, and local laws, regulations, standards, ordinances or codes and shall be in compliance with all applicable licensure and permitting requirements at all times.

15.0 Assignment.

Neither party hereto shall assign, delegate, sublet, or transfer any interest in or duty under this Agreement without the prior written consent of the other, and no such transfer shall be of any force or effect whatsoever unless and until the other party shall have so consented. The subcontracting, assignment, delegation or transfer of the Services shall in no way relieve the Contractor of its primary responsibility for the quality and performance of such Services.

16.0 Confidentiality.

All reports and documents prepared by Contractor in connection with the performance of this Agreement are confidential until released by City to the public. Contractor shall not make any such documents or information available to any individual or organization not employed by Contractor or City without the written consent of City before any such release.

17.0 Notices.

All notices hereunder shall be given in writing and sent as follows:

To City: Bruce Baldwin
1450 E. Santa Fe Street
Gardner, Kansas 66030

To Contractor: _____

18.1 Amendments.

18.2 This document represents the entire and integrated agreement between City and Contractor and supersedes all prior negotiations, representations, and agreements, either written or oral.

18.3 This document may be amended only by written instrument, signed by both City and Contractor.

19.0 No Third Party Beneficiaries.

City and Contractor specifically agree that this Agreement is not intended to create any third party beneficiary relationship nor to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement; the duties, obligations and responsibilities of the parties to this Agreement with respect to third parties shall remain as imposed bylaw.

20.0 Force Majeure.

City shall not be responsible for any delay or failure of performance resulting from fire, flood, other acts of God, vandalism, strike, labor dispute of a third party, domestic or

international unrest, delay in receipt of supplies, energy shortage or failure, or any other cause beyond its reasonable control.

21.0 Titles.

The titles in this Agreement are solely for convenience of reference. They are not a part of this Agreement and shall have no effect on its construction or interpretation.

22.0 Negotiations.

City and Contractor agree that disputes relative to the project should first be addressed by negotiations between the parties. If direct negotiations fail to resolve the dispute, the party initiating the claim that is the basis for the dispute shall be free to take such steps as it deems necessary to protect its interests; provided, however, that notwithstanding any such dispute Contractor shall proceed with the work as per this Agreement as if no dispute existed; and provided further that no dispute will be submitted to arbitration without both parties' express written consent.

23.0 Costs and Attorneys Fees.

If on account of a continued default or breach by either party of such party's obligations under the terms of this agreement after any notice and opportunity to cure as may be required hereunder, it shall be necessary for the other party to employ one or more attorneys to enforce or defend any of such other party's rights or remedies hereunder, then, in such event, any reasonable amounts incurred by such other party, including but not limited to attorneys' fees, experts' fees and all costs, shall be paid by the breaching or defaulting party.

24.0 Severability.

If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

25.0 Authority to Enter into Agreement.

Contractor has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party.

26.0 Incorporation of Appendices.

27.0 Entire Agreement.

This Agreement and the documents incorporated herein represents the entire agreement between the Parties hereto and any provision not contained herein shall not be binding upon either party, nor have any force or effect.

28.0 Governing Law and Venue.

This Agreement shall be governed by the laws of the State of Kansas and, in the event of litigation, the sole and exclusive venue shall be within the District Court of Johnson County, Kansas.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this ____ day of _____, 2021

CITY OF GARDNER, KANSAS

CONTRACTOR

(Mayor/City Administrator)

Edward D. Bradshaw, Vice President
Asplundh Tree Expert LLC

ATTEST:

City Clerk

APPROVED AS TO FORM:

Ryan Denk, City Attorney

UTILITY ADVISORY COMMISSION

STAFF REPORT

NEW BUSINESS ITEM #2

MEETING DATE: JUNE 3, 2021

STAFF CONTACT: GONZ GARCIA, UTILITIES DIRECTOR

AGENDA ITEM: Consider a recommendation to the City Council to award a contract for the 2021 Cured In Place Pipe (CIPP) Rehabilitation project for the amount of \$399,516.50.

Background:

The 2017 Wastewater Master Plan made recommendations for the City of Gardner to adopt and implement an Inflow and Infiltration (I&I) program. The I&I program provides prioritization, procedures, schedules, and planning for maintaining and rehabilitation of the existing sanitary sewer collection system throughout the community. This program will improve the efficiency of operation and maintenance and reduce capacity utilization by mitigation of rainfall induced inflow and infiltration from entering the sanitary sewer collection system.

In 2018, Trekk Design Group, LLC was selected via the RFQ process that included 6 firms submitting proposals for the Inflow & Infiltration (I&I) program. Trekk has reviewed proposed CIP projects from the 2017 Wastewater Master Plan, performed flow monitoring, flow calculations, public and private infrastructure investigation to prioritize the areas targeted to perform sanitary sewer maintenance and rehabilitation in order to reduce the amount of I&I entering the collection systems.

As part of the work conducted with the I&I program, the Big Bull 2 sub-basin was identified as a high priority area. Big Bull 2 sub-basin consists of older infrastructure built with Vitrified Clay Pipe (VCP) that has been identified with the City's CCTV inspection program to have multiple defects such as cracks, fractures, offset and broken sections of the clay tile pipe. These defects allow root penetration that create additional maintenance efforts by the City's Line Maintenance, allow rainfall induced inflow and groundwater infiltration to enter the sanitary sewer collection system, and increase the potential of back-ups and sanitary sewer overflows (SSO's).

Cured In Place Pipe (CIPP) is a trenchless method of rehabilitation where a felt liner saturated and impregnated with polystyrene resin is inverted into the existing pipe from one manhole to the next manhole. The liner is then inflated to form a new pipe within the existing pipe and cured using either hot water or steam forming a new poly pipe extending the entire length between manholes. The existing service connections are reinstated using a robotic cutter system. This new seamless pipe, eliminates the locations where existing defects existed allowing roots and I&I to enter the collections system.

Bidding Process:

An Invitation for Bids for the 2021 CIPP rehabilitation in the Big Bull Creek 2 sub-basin using was advertised on the City's Website, Drexel online plan room, and Legal Record on April 27, 2021. A total of five (5) bids were received and opened on May 18, 2021 with SAK Construction, LLC. being the lowest responsible bidder with a bid of \$399,516.50.

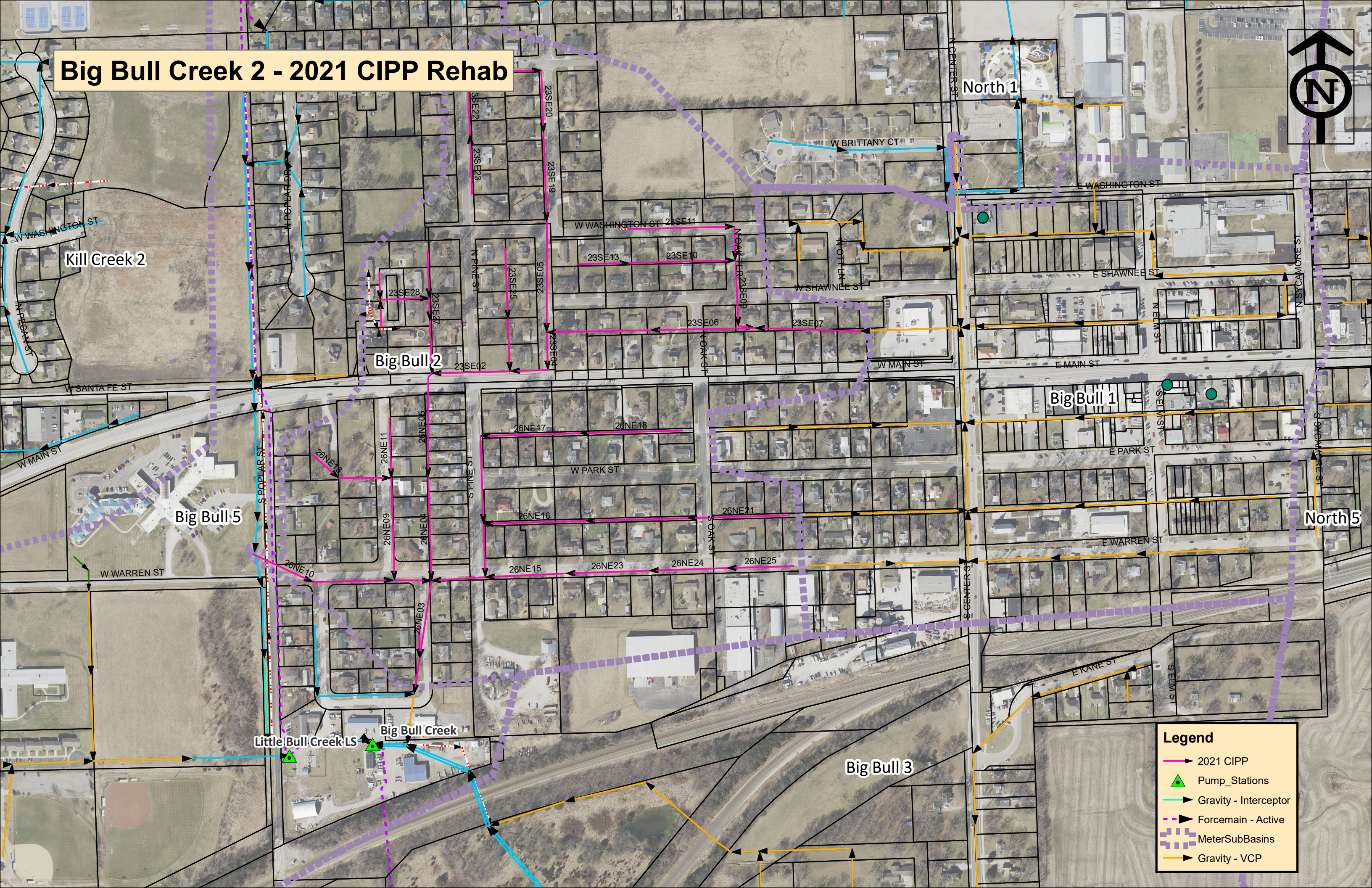
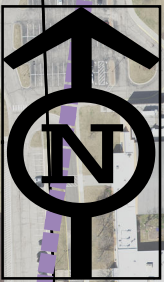
Staff and Committee Recommendation:

Approve a recommendation to the City Council to award SAK Construction, LLC. for the 2021 Cured In Place Pipe (CIPP) Rehabilitation contract in the amount not to exceed the amount of \$399,516.50.

Attachments:

- Big Bull Creek 2 priority sub-basin map.
- Invitation for Bids
- SAK Bid Submittal Package
- Bid Tabulation

Big Bull Creek 2 - 2021 CIPP Rehab



Legend

- 2021 CIPP
- Pump_Stations
- Gravity - Interceptor
- Forcemain - Active
- MeterSubBasins
- Gravity - VCP



**INVITATION FOR BIDS
FOR
2021 Cured In Place Pipe (CIPP) Rehabilitation
PROJECT # WW-1706**

Issue Date: May 3, 2021

Pre-Bid Question Deadline: May 13, 2021 at 4:00 pm

Bid Deadline and Opening: May 18, 2021 at 10:00 am
City of Gardner
Utilities Department
1150 E. Santa Fe Street
Gardner, KS 66030

City Contact: Ric Gere, Utilities Staff Engineer
Phone: 913-568-8123
Email: rgere@gardnerkansas.gov

Description: The City of Gardner is requesting bids for the Project: **2021 Cured In Place Pipe (CIPP) Rehabilitation**. This project includes primarily sanitary sewer mainline rehabilitation using trenchless CIPP. The project consists of 9,954 l.f. of 8" diameter sanitary sewer main and 2,969 l.f. of 10" diameter sanitary sewer main and the replacement of lamp hole with precast concrete manhole. This project will include all cleaning, pre and post CCTV inspections, point repairs, service lateral reinstatements, any necessary traffic control, bypass pumping and all safety equipment required for confined space entry.

Copies of plans and specifications can be seen or purchased for a Non-Refundable fee on-line at www.drexeltech.com in their eDistribution plan room, additional assistance is available at distribution@drexeltech.com. Information regarding this project can be found in the "Public Jobs" link on the website. Contractors desiring the Contract Documents for use in preparing bids may also obtain a set of such documents from Drexel Technologies; 10840 West 86th Street, Lenexa, KS 66214, 913-371-4430. Bidding documents will be shipped only if the requesting party assumes responsibility for all related charges. Corporate, certified, or cashier's checks shall be made payable to Drexel Technologies, Inc.

Sealed Bids are due prior to the Bid Deadline indicated above and must be marked "**Bid for: 2021 Cured In Place Pipe (CIPP) Rehabilitation**". Any Bid received after the designated closing time will not be considered and returned to Bidder unopened.

No oral, telegraphic, facsimile or telephonic Bids or Bid alterations or corrections will be considered.

The City reserves the right to accept or reject any and all Bids and to waive any technicalities or irregularities therein. Bids may only be withdrawn or corrected pursuant to the provisions of K.S.A. 75-6902, as amended, et seq. Bids may be modified or withdrawn by written request of the Bidder if such requests are received in the office of the City Clerk, prior to the time and date for Bid opening.

Local Preference: Whenever the City of Gardner obtains quotations or bids for goods or services, and the low quotation or bid is submitted by a vendor domiciled outside the City of Gardner, a vendor domiciled inside the City of Gardner may be deemed the preferred vendor and awarded the quotation or bid if all of the conditions are met.

The project qualifies for sales tax exemption for purchasing materials and supplies.



PROPOSER'S AFFIDAVIT

PROJECT # PW-2105

This completed Proposer's Affidavit form must be submitted with the Proposer's Bid and will become a part of any agreement that may be awarded. This Proposer's Affidavit must be signed by an authorized representative. If the Proposal Signature Form is not signed by an authorized representative or submitted with the proposal, the proposal is considered non-responsive.

Please type or print:

Legal Name of Person, Firm or Corporation: SAK Construction, LLC

Address: 864 Hoff Road

City/State/Zip: O'Fallon / MO / 63366

Contact Person: Jerome P. Shaw, Jr.

Phone: 636.385.1000 Email: bidcippc@sakcon.com

Federal ID #: 20-4193988

Type of Organization: ☐ Individual ☐ Small Business ☐ Non-profit
☐ Partnership ☒ Corporation ☐ Joint Venture
Limited Liability Company

Attach copies of all such licenses, permits or certificates issued to the business entity.

The undersigned person by his/her signature affixed hereon warrants that:

- A. He/she is an officer of the organization.
- B. He/she has been specifically authorized to offer a bid in full compliance with all requirements, and conditions, as set for in this Invitation for Bid.
- C. The Proposer complies with all of the requirements of the Bid.
- D. The Proposer certifies all products and services in the bid meet or exceed all requirements of this specification as set forth in the Bid and that all exceptions are clearly identified.
- E. He/she received the following addenda to the Invitation to Bid (indicate number and date of each):

Addendum No.: 1 Dated: 05/04/21

Addendum No.: 2 Dated: 05/10/21

Addendum No.: 3 Dated: 05/13/21

Authorized Signature: [Signature] Date: May 17, 2021

(Title)

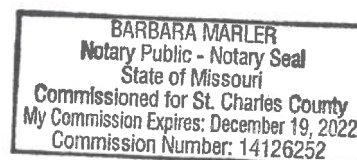
Jerome P. Shaw, Jr., President

Subscribed and sworn to before me this 17 day of May, 2021 by personally known.

Barbara Marler
(Signature of Notary Public)

(seal, if any)

My commission expires: 12/19/22





**BID FORM
PROJECT # WW-1706**

All Bid Pricing is to be in accordance with all Conditions and Specifications as stated within this Request for Bid. Failure to complete the following form(s) shall result in your Bid being deemed non-responsive and rejected without any further evaluation.

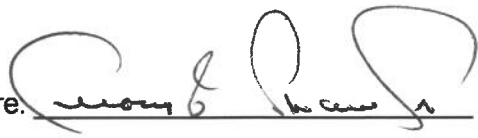
Quantities listed in the bid are not guaranteed and are indicated only for convenience in comparing bids. Payment will be made for actual quantities constructed or installed, be they more or less than those listed unless otherwise indicated; said quantities being measured and determined as follows.

Estimated Quantities Base Bid					
Item No.	Item	Qty.	Units	Unit Cost	Total
1	Mobilization	1	LS	\$1,850.00	\$1,850.00
2	Force Account	1	LS	\$15,000.00	\$15,000.00
3	CIPP – 8"	9,954	LF	\$22.00	\$218,988.00
4	CIPP – 10"	2,969	LF	\$26.50	\$78,678.50
Total Base Bid					\$314,516.50
Estimated Quantities Alternate Bid Item					
5	Point Repair	10	EA	\$8,025.00	\$80,250.00
6	Remove Lamp Hole and Replace w/ 4ft Dia. Manhole	1	EA	\$4,750.00	\$4,750.00
Total					\$85,000.00
Base Bid w/ Alternate					\$399,516.50

AWARD OF CONTRACT: It is understood and agreed that the contract will be awarded on the basis of the total bid amount at the discretion of the City Council. The owner reserves the right to add or delete construction work after the bids are opened due to budgetary requirements.

TIME FOR COMPLETION: Contractor shall have 60 days to complete work.

Additional time will be allowed for any net addition of work. This time will be calculated by dividing the cost of the added work by the overall cost of the project (minus the lump sum items) and then multiplying by the overall days allowed for the project.

Authorized Signature:  Date: May 17, 2021

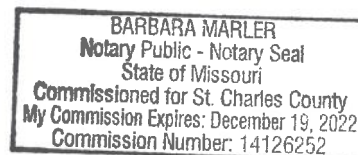
Name and Title: Jerome P. Shaw, Jr., President of SAK Construction, LLC

Subscribed and sworn to before me this 17 day of May, 2021 by personally known.

Barbara Marler
(Signature of Notary Public)

(seal, if any)

My commission expires: 12/19/22





BID BOND
PROJECT WW-1706

SAK Construction, LLC
KNOW ALL MEN BY THESE PRESENTS, that 864 Hoff Road, O'Fallon, MO 63366 as
Principal, hereinafter called the Principal, and Travelers Casualty and Surety
Company of America a
corporation duly organized under the laws of the State of Connecticut as Surety, hereinafter
called the Surety, are held and firmly bound unto the City of Gardner Kansas, as Obligee, hereinafter
called the Obligee, in the sum of Five Percent Of The Amount Bid Dollars
(\$5% Of Amount Bid), for the payment of which sum well and truly to be made, the said Principal and
the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly
and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for the following project:

2021 Cured In Place Pipe (CIPP) Rehabilitation, WW-1706

NOW THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter
into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or
bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for
the faithful performance of such Contract and for the prompt payment of labor and material furnished
in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and
give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the
penalty hereof between the amount specified in said bid and such larger amount for which the
Obligee may in good faith contract with another party to perform the Work covered by said bid, then
this/her obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this/her 18th day of May, 2021.

[SEAL]

ATTEST:

Steve Stulce
Assistant Secretary
~~Secretary~~
Steve Stulce, Assistant Secretary

[SEAL]

Dana A. Johnessee

Dana A. Johnessee, Witness

SAK Construction, LLC
[Contractor/Principal]
Jerome P. Shaw, Jr.
[Title]
Jerome P. Shaw, Jr., President

Travelers Casualty and Surety
Company of America
One Tower Square, Hartford, CT 06183
[Surety Company]

By:

Andrew P. Thome
[Attorney-in-fact]

Andrew P. Thome, Attorney-In-Fact

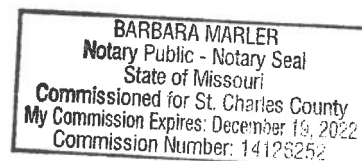
ACKNOWLEDGMENT FOR CONTRACTOR

ACKNOWLEDGMENT FOR CONTRACTOR, IF LIMITED LIABILITY COMPANY

STATE OF MISSOURI
COUNTY OF ST. CHARLES

ON THE 18th DAY OF May, 2021, BEFORE ME
PERSONALLY APPEARED Jerome P. Shaw, Jr. TO ME KNOWN AND
KNOWN TO ME TO BE THE President OF SAK CONSTRUCTION, LLC,
A LIMITED LIABILITY COMPANY, DESCRIBED IN AND WHO EXECUTED THE FOREGOING
INSTRUMENT AND ACKNOWLEDGED TO ME THAT (S)HE EXECUTED THE FOREGOING INSTRUMENT
AND ACKNOWLEDGED TO ME THAT (S)HE EXECUTED THE SAME AS AND FOR THE ACT AND DEED
OF SAID LIMITED LIABILITY COMPANY.

Barbara Marler
NOTARY PUBLIC



State of Missouri
County of St. Louis

SS:

On **MAY 18, 2021** before me, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared **ANDREW P. THOME** known to me to be Attorney-in-Fact of **TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA** the corporation described in and that executed the within foregoing instrument, and known to me to be the person who executed the said instrument in behalf of said corporation, and he duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.

My Commission Expires



DANA A. JOHNESSEE
Notary Public



**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Andrew P. Thome, of Chesterfield, Missouri**, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **3rd day of February, 2017**.



State of Connecticut

City of Hartford ss.

By:

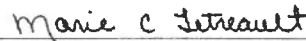

Robert L. Raney, Senior Vice President

On this the **3rd day of February, 2017**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the **30th day of June, 2021**




Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **18** day of **May**, **2021**




Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.**

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

HARTFORD, CONNECTICUT 06183

FINANCIAL STATEMENT AS OF DECEMBER 31, 2020

CAPITAL STOCK \$ 6,480,000

ASSETS		LIABILITIES & SURPLUS	
CASH AND INVESTED CASH	\$ 239,403,348	UNEARNED PREMIUMS	\$ 1,121,070,380
BONDS	3,831,166,861	LOSSES	1,003,200,666
STOCKS	109,074,035	LOSS ADJUSTMENT EXPENSES	163,346,678
INVESTMENT INCOME DUE AND ACCRUED	38,856,709	COMMISSIONS	48,805,693
OTHER INVESTED ASSETS	4,970,512	TAXES, LICENSES AND FEES	13,561,421
PREMIUM BALANCES	277,653,788	OTHER EXPENSES	42,506,558
NET DEFERRED TAX ASSET	55,188,715	CURRENT FEDERAL AND FOREIGN INCOME TAXES	4,865,484
REINSURANCE RECOVERABLE	32,553,518	REMITTANCES AND ITEMS NOT ALLOCATED	8,646,391
RECEIVABLES FROM PARENT, SUBSIDIARIES AND AFFILIATES	34,876,347	AMOUNTS WITHHELD / RETAINED BY COMPANY FOR OTHERS	42,228,250
OTHER ASSETS	4,155,794	POLICYHOLDER DIVIDENDS	12,353,304
		PROVISION FOR REINSURANCE	7,930,280
		ADVANCE PREMIUM	1,867,512
		CEDED REINSURANCE NET PREMIUMS PAYABLE	63,102,972
		RETROACTIVE REINSURANCE RESERVE ASSUMED	800,763
		OTHER ACCRUED EXPENSES AND LIABILITIES	568,668
		TOTAL LIABILITIES	\$2,534,855,020
		CAPITAL STOCK	\$6,480,000
		PAID IN SURPLUS	433,803,760
		OTHER SURPLUS	1,650,750,847
		TOTAL SURPLUS TO POLICYHOLDERS	\$2,091,034,607
TOTAL ASSETS	\$ 4,625,889,627	TOTAL LIABILITIES & SURPLUS	\$4,625,889,627

STATE OF CONNECTICUT)
COUNTY OF HARTFORD) SS.
CITY OF HARTFORD)

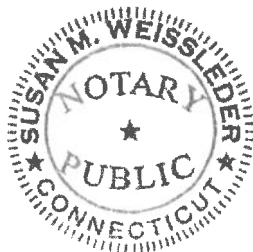
MICHAEL J. DOODY, BEING DULY SWORN, SAYS THAT HE IS VICE PRESIDENT - FINANCE, OF TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA,
AND THAT TO THE BEST OF HIS KNOWLEDGE AND BELIEF, THE FOREGOING IS A TRUE AND CORRECT STATEMENT OF THE FINANCIAL CONDITION OF SAID
COMPANY AS OF THE 31ST DAY OF DECEMBER, 2020.

Michael J. Doody
VICE PRESIDENT - FINANCE

SUBSCRIBED AND SWORN TO BEFORE ME THIS
26TH DAY OF MARCH, 2021

Susan M. Weissleder
NOTARY PUBLIC

SUSAN M. WEISSLEDER
Notary Public
My Commission Expires November 30, 2022





**BIDDER'S QUALIFICATIONS STATEMENT
PROJECT WW-1706**

1. The name, address, telephone number/fax number/email address of the bidder.

Name: SAK Construction, LLC

Address: 864 Hoff Road, O'Fallon, MO 63366

Phone/Fax/Email: 636.385.1000, 636.385.1100, bidcippc@sakcon.com

2. Years in business 15 years

3. List of contractors owned equipment available for this project. Attach as separate submittal, if necessary.

Please see attachment labeled "Major CIPP Equipment List"

4. List of equivalent type projects within the last four (4) years. Attach as separate submittal, if necessary.

Please see attachment labeled

i. **Name of Client:** "SAK Construction Complete

Project List"

Date of Project: _____

Contact Person: _____ **Phone:** _____

Description of Project: _____

ii. **Name of Client:** _____ **Date of Project:** _____

Contact Person: _____ **Phone:** _____

Description of Project: _____

iii. **Name of Client:** _____ **Date of Project:** _____

Contact Person: _____ **Phone:** _____

Description of Project: _____

5. List of person(s) who will supervise and be available to perform the work on this project and the number of years' experience.

Role:	Names:	Years experience:
Project Manager:	Brent Adams	10
Superintendent:	Danny Brown	20
Foreman:	Brian Harmon	12
Other Personnel:	Jeff Hirtz	25



**BIDDER'S QUALIFICATIONS STATEMENT
PROJECT WW-1706**

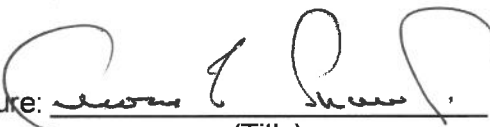
6. List of Proposed Major Subcontractors:

Each bidder shall enter in the space provided the name(s) of major subcontractors the bidder proposes to employ and the type of work the subcontractor will perform. A major subcontractor is defined as a subcontractor whose subcontract constitutes approximately five (5) percent or more of the total contract price.

Subcontractor	Address	Phone #	Type/Scope of Work
ONEILL EXCAVATING	14202 SALINE RD ^{WINCHESTER} KS	913-683-9619	EXCAVATION

7. Such additional information as will assist the City in determining whether the bidder is adequately prepared to fulfill the contract. Attach a separate submittal, if necessary.

The undersigned hereby authorizes and requests any person, firm or corporation to furnish any information requested by the City in verification of the recitals comprising this statement of bidder's qualifications.

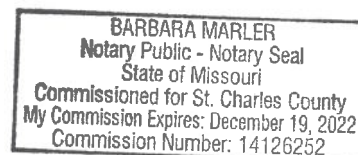
Authorized Signature:  Date: May 17, 2021
(Title)
Jerome P. Shaw, Jr., President

Subscribed and sworn to before me this 17 day of May, 2021 by personally known.

Barbara Marler
(Signature of Notary Public)

(seal, if any)

My commission expires: 12/19/22





**CONTRACTOR'S QUALIFICATION STATEMENT
PROJECT WW-1706**

Please fill out a form for each subcontractor the contractor proposes to employ. Copy this form if additional forms are required and attach as separate submittals to the Proposal.

1. The name, address, telephone number/fax number/email address of the Subcontractor.

Name: O'Neill Excavating Inc

Address: 14702 Saline Rd Winchester KS 66097

Phone/Fax/Email: 913-683-9619

2. Years in business 6

3. List of Subcontractors owned equipment available for this project. Attach as separate submittal, if necessary.

Excavator, Skid Steer, Dump Truck, Trench Boxes

4. List of equivalent type projects within the last four (4) years. Attach as separate submittal, if necessary.

i. Name of Client: City of Topeka Date of Project: on call since 2005 to Present

Contact Person: Michael Juarez Phone: 785 580 3517

Description of Project: Various Sanitary and Storm Sewer Repairs

ii. Name of Client: R+R Ventures Date of Project: Feb 2021

Contact Person: Rick McDonald Phone: 785 231 7361

Description of Project: Sanitary Sewer Replacment Including Manhole

iii. Name of Client: EWS Construction (Ed Southall) Date of Project: December 2020

Contact Person: Ed Southall Phone: 785 383 6768

Description of Project: Build New Sanitary Sewer Extension




**CONTRACTOR'S QUALIFICATION STATEMENT
PROJECT WW-1706**

5. List of person(s) who will supervise and be available to perform the work on this project and the number of years' experience.

Role:	Names:	Years experience:
Project Manager	Eric O'Neill	16
Superintendent	Eric O'Neill	16
Foreman:	Eric O'Neill/Chris Lingo	16/4
Other Personnel:	Lamar Henderson	2
	Ty Roberts	1

6. Such additional information as will assist the City in determining whether the bidder is adequately prepared to fulfill the contract. Attach a separate submittal, if necessary.

The undersigned hereby authorizes and requests any person, firm or corporation to furnish any information requested by the City in verification of the recitals comprising this statement of subcontractor's qualifications.

Authorized Signature:  Date: May 14, 2021
(Title)
Jerome P. Shaw, Jr., President
Subscribed and sworn to before me this 14th day of May, 2021 by


(Signature of Notary Public)

(seal, if any)

My commission expires: March 30, 2023



THERESA H. MESSER
My Commission Expires
March 30, 2023
St. Charles County
Commission #15634377



**CERTIFICATE OF NONDISCRIMINATION
MANDATORY PROVISIONS**

PROJECT WW-1706

K.S.A. § 44-1030(a) provides that every contract for or on behalf of the City of Gardner, Kansas for the construction, alteration or repair of any public building or public work or for the acquisition of materials, equipment, supplies or services shall contain provisions by which the contractor agrees to the following:

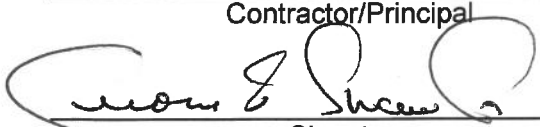
- (1) that the contractor shall observe the provisions of the Kansas Act Against Discrimination and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, age, national origin or ancestry;
- (2) that in all solicitations or advertisements for employees, the contractor shall include the phrase, "Equal Opportunity Employer," or similar phrase as approved by the state commission;
- (3) that if the contractor fails to comply with the manner in which the contractor reports to the state commission in accordance with the provision of K.S.A. § 44-1031 and amendments thereto, the contractor shall be deemed to have breached the present contract and it may be canceled, terminated or suspended, in whole or in part, by the City of Gardner;
- (4) that if the contractor is found guilty of a violation of the Kansas Act Against Discrimination under decision or order of the state commission which has become final, the contractor shall be deemed to have breached the present contract and it may be canceled, terminated or suspended, in whole or in part, by the City of Gardner; and
- (5) that the contractor shall include the provisions of K.S.A. § 44-1030(a) subsections (1) through (4) in every subcontract or purchase order so that such provisions will be binding upon such subcontractor or vendor.

The provisions of K.S.A. § 44-1030(a) shall not apply to a contract entered into by a contractor: (1) who employs fewer than four (4) employees during the term of such contract; or (2) whose contracts with the City of Gardner cumulatively totals \$5,000 or less during the same fiscal year.

By signing this Certificate of Nondiscrimination, contractor acknowledges inclusion of the requirements of K.S.A. 44-1030(a) in the base contract and in all subcontracts.

DATE: May 17, 2021

LLC
CORPORATE SEAL

SAK Construction, LLC
Contractor/Principal
By: 
Signature
Jerome P. Shaw, Jr., President
(Official Title of Signer)



NONCOLLUSION AFFIDAVIT OF PRIME BIDDER
PROJECT WW-1706

STATE OF Missouri
COUNTY OF St. Charles

Jerome P. Shaw, Jr., being first duly sworn deposes and says that:

- (1) He is President of SAK Construction, LLC, the Bidder that has submitted the attached Bid;
- (2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
- (3) Such Bid is genuine and is not a collusive or sham bid;
- (4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees of parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Gardner, KS or any person interested in the proposed Contract;
- (5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

By: 

Name: Jerome P. Shaw, Jr.

Title: President

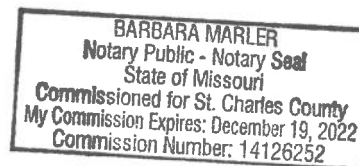
Bidder: SAK Construction, LLC

Subscribed and sworn to before me this 17th day of May, 2021 by personally known.


(Signature of Notary Public)

(seal, if any)

My commission expires: 12/19/22





ADDENDUM No. 1

2021 Cured In Place Pipe (CIPP) Rehabilitation

Date: Tuesday, May 4, 2021

City Project No: WW 1706

This document represents **ADDENDUM NO. 1** for the above referenced project and includes modifications to the Contract Documents.

1. SCOPE

This addendum forms a part of the bid proposal for the above referenced project. The following clarifications, modifications, changes, and additions shall be made to the contract documents for this project.

2. CLARIFICATIONS

The City approves the method of trenchless technology for rehabilitation of the existing sanitary sewer gravity pipeline using PVC Thermoformed (Fold and Form) for this project.

3. MODIFICATIONS TO THE CONTRACT DOCUMENTS:


The following changes apply to the Project Specification section.

Add the attached document for **PIPE REHABILITATION BY THERMOFORMED (FOLD AND FORM) PIPE METHOD** to the PROJECT SPECIFICATIONS section of the Contract Documents.

In acknowledgement of receiving this addendum, the contractor shall sign and date below. **A copy of this addendum must be included with the bid submitted.** Failure to submit original copy of this addendum will result in rejection of bid and OWNER'S selection of the next low qualified bidder.

Company Name: SAK Construction, LLC

Name: Jerome P. Shaw, Jr., President

Signature: 

Date: May 17, 2021



ADDENDUM No. 2

2021 Cured In Place Pipe (CIPP) Rehabilitation

Date: Monday, May 10, 2021

City Project No: WW 1706

This document represents **ADDENDUM NO. 2** for the above referenced project and includes modifications to the Contract Documents.

1. SCOPE

This addendum forms a part of the bid proposal for the above referenced project. The following clarifications, modifications, changes, and additions shall be made to the contract documents for this project.

2. CLARIFICATIONS

- The City will require qualifications for the method of trenchless technology for rehabilitation of the existing sanitary sewer gravity pipeline using PVC Thermoformed (Fold and Form) for this project.
- The City has available PDF maps with property addresses for the project area. Please request copies of these maps via email at rgere@gardnerkansas.gov
- The flows in Big Bull 2 sub-basin where the project is located have been monitored in 2018 and the cumulative flow at the most downstream location is approximately 58,000 gallons per day on average during dry weather.

3. MODIFICATIONS TO THE CONTRACT DOCUMENTS:

- **Pipe Rehabilitation By Thermoformed (Fold and Form) Pipe Method Project Specification section: (provided in Addendum #1)**

Add the following:

Section 3.7 Qualifications

Manufacturer: Company specializing in manufacturing products specified in this section with minimum of five (5) years' experience.

Installer: Company specializing in performing work of this section shall provide documentation of licensing and training by the Manufacturer and experience of a minimum of 50,000 lf of installation in sanitary sewer gravity mains.

In lieu of minimum installation experience, the Installer shall provide documentation of licensing and training from the Manufacturer and documentation of the Manufacturer's training program requirements and procedures to be a Certified Installer. In addition, the Manufacturer shall provide a qualified trainer/technician on site for supervision during the project to provide any training, assistance, and technical information for a minimum of 40hrs.



MODIFICATIONS TO THE CONTRACT DOCUMENTS: (continued)

- **Measurement and Payment, Bid Alternate Items, Item MP-5 Point Repair**

Replace the first sentence in Paragraph A with the following:

"Point Repairs" shall be each location of where collapse, offset or other obstruction requiring excavation to access and make necessary repairs to allow installation of CIPP measuring up to 5 feet from center point of repair along the pipes in all directions.

In acknowledgement of receiving this addendum, the contractor shall sign and date below. **A copy of this addendum must be included with the bid submitted.** Failure to submit original copy of this addendum will result in rejection of bid and OWNER'S selection of the next low qualified bidder.

Company Name: SAK Construction, LLC

Name: Jerome P. Shaw, Jr., President

Signature: 

Date: May 17, 2021



ADDENDUM No. 3

2021 Cured In Place Pipe (CIPP) Rehabilitation

Date: Thursday, May 13, 2021

City Project No: WW 1706

This document represents **ADDENDUM NO. 3** for the above referenced project and includes modifications to the Contract Documents.

1. SCOPE

This addendum forms a part of the bid proposal for the above referenced project. The following clarifications, modifications, changes, and additions shall be made to the contract documents for this project.

2. CLARIFICATIONS

- The City provided Addendum #1 to include specifications for Thermoform pipe method and materials for rehabilitation. It is the intent of the City to include the Thermoform specifications in addition to and NOT replacement of the original CIPP Specifications. The Contractor bidding the project can choose either method for rehabilitation.
- Access to locations where point repairs are determined from the pre-inspection CCTV is the responsibility of the Contractor to coordinate with the property owner. The City does have easement along the sanitary sewer main, but does not have any agreements with property owners to gain access through each individual property for the project. The City will require the Contractor to be in communication with the City for notification of property owners of work being conducted and if there are any potential issues relating to the project. If the Contractor is unable to contact property owner or is made aware of any issues accessing the sanitary sewer, the City will attempt to assist Contractor in coordination efforts with the property owners to be granted access.

3. MODIFICATIONS TO THE CONTRACT DOCUMENTS:

Pipe Rehabilitation By Cured-In-Place Pipe Liner (CIPP) Method Project Specification section:

Delete Section 2.3 Structural Requirements, Sub-Section A in entirety, and replace with the following:

- A) The CIPP design shall assume no bonding to the original pipe wall. CIPP liner must use the thickness provided in following table for the corresponding original pipe diameter for this project.

Original Pipe Diameter (in)	Nominal Tube Thickness (mm)
8	6.0
10	7.5



In acknowledgement of receiving this addendum, the contractor shall sign and date below. **A copy of this addendum must be included with the bid submitted.** Failure to submit original copy of this addendum will result in rejection of bid and OWNER'S selection of the next low qualified bidder.

Company Name: SAK Construction, LLC

Name: Jerome P. Shaw, Jr. President

Signature:  Date: May 17, 2021



SAK™

Pipeline Infrastructure. Solved.™

636.385.1000 *tel*
636.385.1100 *fax*
864 Hoff Road
O'Fallon, MO 63366
www.sakcon.com

March 9, 2021

To Whom It May Concern:

Boyd Hirtz, Vice President and General Manager of our CIPP Division is hereby authorized to sign bids, extend offers, submit proposals and execute contracts on behalf of SAK Construction, LLC.

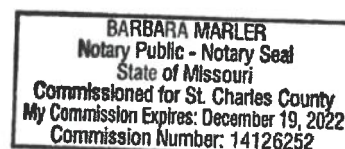
Jerome P. Shaw, Jr.
President
SAK Construction, LLC

State of Missouri)

County of St. Charles)

On this 9th day of March, in the year 2021, before me, Barbara Marler, a notary public, personally appeared, Jerome P. Shaw, Jr. proved on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledged he executed the same. Witness my hand and official seal.

NOTARY PUBLIC



SEAL

**UNANIMOUS WRITTEN CONSENT
OF THE SOLE MANAGER OF
SAK CONSTRUCTION, LLC**

Pursuant to Section 5.3 of the Operating Agreement of SAK Construction, LLC, a Missouri limited liability company (the "Company"), the undersigned, being the sole manager of the Company, hereby adopts the following resolutions for the Company and consents to the taking of the actions therein described, such consent to have the same force and effect as a unanimous vote of the managers of the Company at a meeting duly held on the date hereof:

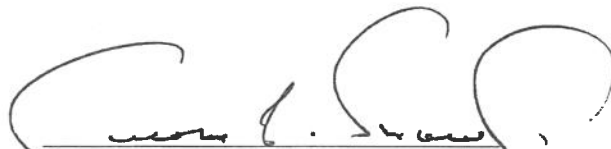
RESOLVED, that the following individuals are hereby elected as officers of the Company, to hold the offices set forth opposite their respective names below for the ensuing year or until their successors are duly elected and shall have qualified, unless sooner removed by the Manager:

Thomas Kalishman	Chairman and Chief Executive Officer
Jerome P. Shaw, Jr.	President
Boyd Hirtz	Vice President
Roger Archibald	Chief Financial Officer, Secretary and Treasurer
Steve Stulce	Assistant Secretary and Assistant Treasurer

RESOLVED FURTHER, that any and all action heretofore taken, and any and all things heretofore done, by any director of the Company in connection with, or with respect to, the matters referred to in the foregoing Resolutions be and hereby are confirmed as authorized and valid acts taken on behalf of the Company.

RESOLVED FURTHER, that the foregoing resolutions shall replace and supersede any and all prior resolutions appointing officers of the Company.

Dated as of January 1, 2012.


Jerome P. Shaw, Jr.

BEING THE SOLE MANAGER OF THE COMPANY

CONFIDENTIAL

**LIMITED LIABILITY COMPANY
OPERATING AGREEMENT OF
SAK CONSTRUCTION, LLC**

This Limited Liability Company Operating Agreement is made as of this 21st day of November, 2006 among those Persons signatories hereto.

RECITALS

A. The parties have formed a limited liability company under the laws of the State of Missouri.

B. The parties wish to set forth their agreement concerning the conduct of the business and affairs of such limited liability company and the relative rights and obligations of the parties in relation thereto, all as set forth herein.

AGREEMENT

In consideration of the foregoing, the mutual covenants herein contained and other good and valuable consideration (the receipt, adequacy and sufficiency of which are hereby acknowledged by the parties by their execution hereof), the parties agree as follows.

1. Definitions; Construction.

1.1. Definitions. For purposes of this Agreement, the following capitalized terms have the following meanings.

"Act" means the Missouri Limited Liability Company Act.

"Additional Member" has the meaning set forth in Section 10.1.

"Adjusted Capital Account Deficit" means the negative balance in a Member's Capital Account as of the relevant time, adjusted to: (i) increase such Capital Account by: (a) the amount, if any, of such negative balance which such Member is obligated to restore under this Agreement; and (b) the amount, if any, of such negative balance which such Member is deemed to be obligated to restore under Treasury Regulation §§1.704-2(g)(1) and 1.704-2(i)(5); and (ii) reduce such Capital Account with the items described in Treasury Regulation §§1.704-1(b)(2)(ii)(d)(4), (5) and (6).

"Affiliate" means: (i) any Person which, directly or indirectly, is in control of, is controlled by or is under common control with the party for whom an affiliate is being determined; or (ii) any Person who is a director or officer (or comparable position) of any Person described in clause (i) above or of the party for whom an affiliate is being determined. For purposes hereof, control of a Person means the power, direct or indirect, to: (a) vote 10% or more of the securities having ordinary voting power for the election of directors (or comparable positions) of such Person; or (b) direct or cause the direction of the management and policies of such Person, whether by contract or otherwise and either alone or in conjunction with others.

"Agreement" means this Limited Liability Company Operating Agreement, including all Exhibits and Schedules hereto.

"Articles of Organization" means the articles of organization filed with the Missouri Secretary of State's office pursuant to the Act and as herein provided for the purpose of forming the Company.

"Bankruptcy" has the meaning ascribed to such term in the Act.

4.5. **Contributed Property.** The Members agree that the fair market value of the Contributed Property on the date of its Contribution will be equal to five hundred thousand dollars (\$500,000.00). In the event the IRS disagrees with such determination of fair market value by the Members, the Company will make such curative allocations of income and distributions to the Members as are necessary to achieve the same results as if such fair market value had been respected by the IRS.

4.6. **Third-Party Creditor.** A Member's obligation to make a Contribution is not enforceable by a third-party creditor of the Company.

5. **Management of the Company.**

5.1. **Manager.**

5.1.1. **Management of the Company.** The management of the Company is vested in the Manager. Except as set forth in this Agreement, the Manager is the agent of the Company for the purpose of its ordinary business and affairs, and has complete authority over and exclusive control and management of the day-to-day affairs of the Company without the affirmative vote, approval or consent of any of the Members. The act of the Manager for carrying on the business of the Company in the usual way and in the ordinary course binds the Company. In connection with such management, the Manager may employ on behalf of the Company or on behalf of any Subsidiary any other Person to perform services for the Company, including the Manager, Members or Affiliates of any Member or Affiliates of the Manager. In furtherance of carrying on the business of the Company, the Manager may, subject to Section 5.2, do the following and bind the Company:

5.1.1.1. enter into and perform Contractual Obligations of any kind necessary or desirable to the Company's or any Subsidiary's business;

5.1.1.2. establish, maintain, deposit in and withdraw from checking, savings, custodial and other accounts in the name of the Company in such banks, trust companies or other financial institutions as the Manager may from time to time select;

5.1.1.3. execute any notifications, statements, reports, returns or other filings that are necessary or desirable to be filed with any Governmental Authority;

5.1.1.4. borrow money and incur Debt on behalf of the Company or of any Subsidiary on a nonrecourse basis to the Members and secure the same with the Company's or any Subsidiary's property, including borrowing from Members, the Manager, Affiliates of Members and Affiliates of the Manager;

5.1.1.5. take such actions and execute such documents as may be required in connection with any loan agreement, mortgage, note, bond, indemnity, security agreement, escrow, bank letter of credit or other evidence of indebtedness which may be required in connection with Debt incurred by the Company or by any Subsidiary;

5.1.1.6. establish reasonable reserve funds from revenues derived from the Company's or any Subsidiary's operations to provide for future requirements of the Company's or any Subsidiary's business;

5.1.1.7. form, organize, acquire, sell, dispose of, reorganize or liquidate a Subsidiary;

5.1.1.8. prepare the Budget for each Fiscal Year and any amendments thereto;

5.1.1.9. prepare the Business Plan from time to time, and any amendments thereto;

- 5.1.1.10. invest the Company's and any Subsidiary's current assets in such investments as the Manager deems proper;
- 5.1.1.11. make loans or advances to other Persons (excluding Members, the Manager, Affiliates of Members and Affiliates of the Manager), all upon terms and with such security as the Manager deems necessary under the circumstances;
- 5.1.1.12. do all acts which the Manager deems necessary or appropriate for the protection and preservation of the Company's or any Subsidiary's assets;
- 5.1.1.13. carry at the expense of the Company such insurance for public liability and other coverage (including directors and officers or comparable liability insurance) necessary or appropriate to the business of the Company and the Subsidiaries in such amounts and of such types as the Manager determines from time to time;
- 5.1.1.14. make and revoke any election permitted to the Company by any Governmental Authority;
- 5.1.1.15. compromise, settle or submit to arbitration, and institute, prosecute and defend any and all actions or claims in favor of or against the Company or any Subsidiary or relating to the Company's or any Subsidiary's business;
- 5.1.1.16. obtain all permits and licenses necessary for the operation of the Company's or any Subsidiary's business and the ownership of its assets;
- 5.1.1.17. hire or appoint employees, agents, independent contractors or officers of the Company or of any Subsidiary;
- 5.1.1.18. acquire by purchase, lease or otherwise, any real or personal property (including securities of or interests in corporations, partnerships, limited partnerships, limited liability companies or other Persons) which may be necessary, convenient or incidental to the accomplishment of the purposes of the Company or of any Subsidiary;
- 5.1.1.19. construct, operate, maintain, finance, improve, own, sell, dispose of, convey, assign, license, mortgage or lease any real estate and any personal property necessary, convenient or incidental to the accomplishment of the purposes of the Company or of any Subsidiary;
- 5.1.1.20. prepay in whole or in part, refinance, recast, increase, modify or extend any Debt or any mortgages or security agreements affecting the assets of the Company or of any Subsidiary and in connection therewith execute any extensions or renewals thereof or any mortgages on the assets of the Company or of any Subsidiary;
- 5.1.1.21. invest or reinvest any or all of the revenues of the Company or of any Subsidiary in new assets or existing assets of the Company or of any Subsidiary;
- 5.1.1.22. engage in any kind of activity necessary to, in connection with or incidental to the accomplishment of the purposes of the Company or of any Subsidiary;
- 5.1.1.23. employ, when and if in the Manager's sole discretion the same is deemed necessary or advisable, brokers, managers, consultants, agents, accountants, lawyers or other expert advisors, notwithstanding the fact that the Manager, an Officer, a Member or an Affiliate of any of the foregoing may have an interest in, employ or be one of the brokers, managers, consultants, agents, accountants, lawyers or other expert advisors;

5.1.1.24. sell, exchange, lease, license, mortgage, pledge or transfer all or substantially all or less than substantially all of the assets of the Company or of any Subsidiary either in or other than in the ordinary course of its business;

5.1.1.25. dissolve and wind up the Company;

5.1.1.26. pay all fees, compensation and reimbursements to the Manager and his Affiliates as provided for herein;

5.1.1.27. amend this Agreement or the Articles of Organization;

5.1.1.28. change the name of the Company at any time; and

5.1.1.29. take any and all actions (whether described above or not) and engage in any kind of activity and perform and carry out all functions of any kind necessary to or in connection with the business of the Company or of any Subsidiary and exercise all rights and remedies of the Company or of any Subsidiary in connection with any of the foregoing.

5.1.2. **Appointment of the Manager.** The initial Manager is Jerome P. Shaw, Jr. Any Manager other than the initial Manager is to be appointed by the Investor Member. The Manager may, but need not be, a Member.

5.1.3. **Term of the Manager.** Jerome P. Shaw, Jr. will serve as the initial and sole Manager until such time as an Event of Withdrawal occurs with respect to him. Any Manager, other than the initial Manager, is to be appointed for a term of two years and occupies such position for the term for which he is elected and until his successor has been elected and qualified or until he resigns as Manager or dies or becomes incapacitated or, if he is a Member, until the occurrence of an Event of Withdrawal with respect to him or until his removal hereunder, whichever first occurs. A Manager may be reappointed for an unlimited number of terms.

5.1.4. **Resignation of the Manager.** A Manager may resign as Manager at any time for any reason. Any such resignation must be in writing and must be delivered to the Investor Member. A resignation is effective upon such delivery.

5.1.5. **Removal of the Manager.** A Manager may be removed as Manager at any time, with or without cause, by the Investor Member.

5.1.6. **Vacancies.** In the case of a vacancy in the position of Manager for one of the reasons set forth above, the Investor Member is to fill such vacancy.

5.1.7. **Meetings With Investor Member Representative.** The Investor Member shall appoint an Investor Member Representative. The initial Investor Member Representative is Thomas Kalishman. The Manager shall schedule quarterly meetings with the Investor Member Representative at which the Manager shall report on the financial performance of the Company and such other Company matters as the Investor Member Representative may request. The Company shall reimburse the Investor Member Representative for travel, lodging and other expenses incurred by him on behalf of the Company or in connection with the business of the Company.

5.1.8. **Optional Board of Managers.** The Investor Member may at any time, in the sole and absolute discretion of the Investor Member, elect to vest the management of the Company in a Board of Managers. If the Investor Member makes such an election, the Investor Member shall have the right and authority to determine the size of the Board of Managers, appoint persons to serve as members of the Board of Managers, establish quorum and voting requirements, and set any and all rules pertaining to meetings of the Board of Managers. All members of the Board of Managers shall serve at the pleasure of the Investor Member and may be removed by the Investor Member at any time with or without cause. If the Investor Member elects to vest management of the Company in a Board of Managers, all references

**STATE OF KANSAS
OFFICE OF
SECRETARY OF STATE
KRIS W. KOBACH**

I, KRIS W. KOBACH, Secretary of State of the state of Kansas, do hereby certify, that according to the records of this office.

Business Entity ID Number: 4105938

Entity Name: SAK CONSTRUCTION, LLC

Entity Type: FOR: LTD LIABILITY COMPANY

State of Organization: MO

Resident Agent: CORPORATION SERVICE COMPANY

Registered Office: 2900 SW WANAMAKER DRIVE SUITE 204, TOPEKA, KS 66614

was filed in this office on August 13, 2007, and is in good standing, having fully complied with all requirements of this office.

No information is available from this office regarding the financial condition, business activity or practices of this entity.



In testimony whereof I execute this certificate and affix the seal of the Secretary of State of the state of Kansas on this day of July 24, 2018

**KRIS W. KOBACH
SECRETARY OF STATE**

Certificate ID: 1075798 - To verify the validity of this certificate please visit <https://www.kansas.gov/bess/flow/validate> and enter the certificate ID number.



2021 Cured In Place Pipe (CIPP) Rehabilitation

Tuesday, May 18, 2021

ITEM	DESCRIPTION	QUANTITY	UNITS	SAK		Insituform Technologies		Municipal Pipe Tool Co., LLC.		Mayer Specialty Services LLC.		Visu-Sewer, Inc.	
				UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION
1	MOBILIZATION	1	LS	\$1,850.00	\$1,850.00	\$3,775.00	\$3,775.00	\$37,500.00	37,500.00	\$10,000.00	\$10,000.00	\$21,585.00	\$21,585.00
2	FORCE ACCOUNT	1	LS	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00
3	CIPP - 8"	9,954	LF	\$22.00	\$218,988.00	\$25.00	\$248,850.00	\$24.25	241,384.50	\$23.55	\$234,416.70	\$24.00	\$238,896.00
4	CIPP - 10"	2,969	LF	\$26.50	\$78,678.50	\$27.00	\$80,163.00	\$26.50	78,678.50	\$29.00	\$86,101.00	\$30.25	\$89,812.25
BASE BID TOTAL					\$314,516.50		\$347,788.00		\$372,563.00		\$345,517.70		\$365,293.25
5	POINT REPAIR	10	EA	\$8,025.00	\$80,250.00	\$5,500.00	\$55,000.00	\$5,512.50	55,125.00	\$9,208.00	\$92,080.00	\$16,355.00	\$163,550.00
6	REM. LAMP HOLE & REPLC W/ 4FT DIA MH	1	EA	\$4,750.00	\$4,750.00	\$5,000.00	\$5,000.00	\$5,040.00	5,040.00	\$5,850.00	\$5,850.00	\$7,425.00	\$7,425.00
ALTERNATE TOTAL					\$85,000.00		\$60,000.00		\$60,165.00		\$97,930.00		\$170,975.00
BASE BID w/ ALTERNATE TOTAL					\$399,516.50		\$407,788.00		\$432,728.00		\$443,447.70		\$536,268.25

UTILITY ADVISORY COMMISSION STAFF REPORT

NEW BUSINESS ITEM #3

MEETING DATE: JUNE 3, 2021

STAFF CONTACT: GONZ GARCIA, UTILITIES DIRECTOR

AGENDA ITEM: Consider a recommendation to the City Council to implement a Utility Rebate Program

Background:

In the early 2010s, the City provided a set of LED bulbs to new electric customers to incentivize energy conservation.

On November 2, 2017, UAC discussed how “utility rebates and incentives” are funded and administered. Director Garcia said that he would try to research potential government-funded utility incentives and rate programs. On December 7, 2017, Director Garcia reported on his research of various utility rebate programs used by municipalities and utility companies that was requested by Commissioner Learned. He found rebate programs for water heaters, energy use assessments, heat pump installations, insulation installations, smart thermostat installations, and LED bulb installations. He noted that such rebate programs were funded by the municipalities or utility companies themselves, or through grants they obtained. No action was taken.

Last year, Ecologix presented to the Utility Advisory Commission rebate programs ranging from LED lights, smart thermostats to insulation, heating, and cooling.

After an extensive discussion, UAC directed Utilities Director to look into a rebate program for thermostats, LED bulbs, power strips, and water irrigation controllers.

Staff reviewed the rebate program resources provided by Ecologix and others, and found the following:

- a. Thermostats: most offer a \$50-\$75 rebate for the purchase of a smart thermostat.
- b. LED bulbs: most utilities provide incentives for commercial customers but smaller utilities still provide rebate programs for residential customers anywhere between \$1-\$5 per LED bulb with a limit of 12 LED bulbs.
- c. Power strips: rebates range between \$10 - \$20.
- d. Water irrigation controllers:
 - Arizona: Up to \$200
 - Colorado: \$75
 - New Mexico 25% of cost up to \$100
 - Nevada: 50% of cost up to \$200
 - North Carolina: 50% of cost up to \$200
 - South Dakota: \$80
 - Texas: 50% of cost up to \$125

Staff has contacted Home Depot and Ace Hardware to see if they can participate and assist the City with the program. They have recommended using a coupon-based instant discount, then the store will invoice the City for the discount.

The attached table summarizes the rebate program. Before developing the program details and further talks with Home Depot and/or Ace Hardware, Staff would like to seek buy-in from City Council.

Rebate	Customer Type	Rebate Program Description	Program Dates	Eligible Product	Website for Details
Smart Thermostat	Residential	25% of the purchase price up to \$75. City will provide a coupon for the rebate. Must call first to get pre-approval.	Ends December 31, 2021.	TBD	TBD
Smart Irrigation Controller	Residential	25% of the purchase price up to \$100. City will provide a coupon for the rebate. Must call first to get pre-approval.	Ends December 31, 2021	TBD	TBD
LED Bulb	Residential	\$2 per bulb up to 12 bulbs per household. City will provide a coupon for the rebate. Must call first to get pre-approval.	Ends December 31, 2021	TBD	TBD
Smart Power Strip	Residential	Up to \$20. City will provide a coupon for the rebate. Must call first to get pre-approval.	Ends December 31, 2021	TBD	TBD

Before developing the program details and further talks with Home Depot and/or Ace Hardware, Staff would like to seek buy-in from City Council.

Staff Recommendation:

Approve a recommendation to the City Council to authorize implementing a Pilot Utilities Rebate Program for 2021 to be funded by the Electric Fund, \$25,000, and by the Water Fund, \$7,500.